

AN ACT
D.C. ACT 24-457

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

JULY 6, 2022

To amend section 28-3814 of the District of Columbia Official Code to include all consumer debt other than a loan directly secured on real estate or a direct motor vehicle installment loan under the District's debt collection law, to prohibit deceptive behavior from debt collectors including threatening to accuse people of fraud, threatening to sell or assign consumer debt such that the consumer would lose a defense to a claim or disclosing or threatening to disclose consumer debt information without acknowledging such debt is in dispute or in a way that would harm the consumer's reputation for credit worthiness, to prohibit debt collectors from making more than 4 phone calls per account in any 7-day period, to prohibit debt collectors from sending more than 5 emails, text messages, and private messages per account to a consumer in any 7-day period after obtaining consent from the consumer, to prohibit the communication of consumer indebtedness to employers, except when such indebtedness is guaranteed by the employer, the employer requests the loan, or the information is an attachment to an execution or judgment allowed by law, to prohibit debt collectors from communicating an individual's indebtedness to family, friends, or neighbors, except through proper legal processes, to require debt collectors to have complete documentation related to the consumer debt being collected, to require debt collectors who enter into a payment schedule or settlement to provide a written copy of the schedule or agreement, to implement specific requirements for a debt collector when initiating a cause of action against a consumer for consumer debt, to allow for the awarding of damages and other fees to a consumer when a debt buyer or debt collector violates this section, to establish specific requirements for the awarding of attorney's fees where the plaintiff is the prevailing party, the case is not in small claims court, and the attorney is requesting a fee of greater than 15% of the amount of the debt, to establish specific requirements for courts to issue bench warrants for civil arrest for failure to appear in debt-collection cases, to prohibit the imprisonment or jailing of any consumer for failure to pay consumer debt, and to establish debt-collection protections during a public health emergency declared by the Mayor.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this act may be cited as the "Protecting Consumers from Unjust Debt Collection Practices Amendment Act of 2022".

Sec. 2. Section 28-3814 of the District of Columbia Official Code is amended as follows:

(a) Subsection (a) is amended to read as follows:

“(a) This section applies to conduct and practices in connection with the collection of obligations arising from any consumer debt (other than a loan directly secured on real estate or a direct motor vehicle installment loan covered by Chapter 36 of this title).”

(b) Subsection (b) is amended to read as follows:

“(b) As used in this section, the term:

“(1) “Consumer” means any individual obligated or allegedly obligated to pay any consumer debt.

“(2) “Consumer debt” means money or its equivalent, or a loan or advance of money, which is, or is alleged to be, more than 30 days past due and owing, unless a different period is agreed to by the consumer, as a result of a purchase, lease, or loan of goods, services, or real or personal property for personal, family, medical, or household purposes. The term consumer debt does not include an extension of credit secured by a mortgage.

“(3) “Debt buyer” means a person that is engaged in the business of purchasing charged-off consumer debt or other delinquent consumer debt for collection purposes, whether it collects the consumer debt itself or hires a third party, including an attorney, in order to collect such consumer debt. The term debt buyer does not include a person or entity that acquires delinquent or charged-off debt as an incidental part of acquiring a portfolio of debt that is predominantly not delinquent or charged-off debt.

“(4) “Debt collection” means any action, conduct, or practice undertaken for the purpose of collecting consumer debt.

“(5) “Debt collector” means a person, including an original creditor or debt buyer engaging directly or indirectly in debt collection and any person who sells or offers to sell forms represented to be a collection system, device, or a scheme or method intended or calculated to be used to collect consumer debt.

“(6) “Original creditor” means the person that owned a consumer debt at the date of default, or the date of charge-off for credit cards or revolving credit accounts, giving rise to a cause of action for its collection.

“(7) “Person” means an individual, corporation, business trust, estate, trust partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity.

“(8) “Public health emergency” means a period of time for which the Mayor has declared a public health emergency pursuant to § 7-2304.01, or a state of emergency pursuant to § 28-4102.”

(c) Subsection (c) is amended as follows:

(1) The lead-in language is amended as follows:

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(A) Strike the phrase "creditor or debt collector" and insert the phrase "debt collector" in its place.

(B) Strike the phrase "of the following ways:" and insert the phrase "way, including:" in its place.

(2) Paragraph (2) is amended to read as follows:

"(2) the false accusation or threat to falsely accuse any person of fraud or any crime, or of any conduct which, if true, would tend to disgrace such other person or in any way subject the person to ridicule, contempt, disgrace, or shame;"

(3) Paragraph (4) is amended to read as follows:

"(4) the threat to sell or assign to another the consumer debt with a representation or implication that the result of such sale or assignment would be that the consumer would lose any defense in an action seeking to collect such consumer debt or would be subjected to collection attempts in violation of this section;"

(4) Paragraph (5) is amended as follows:

(A) Strike the phrase "alleged claim" and insert the phrase "alleged consumer debt" in its place.

(B) Strike the period and insert a semicolon in its place.

(5) New paragraphs (6), (7), (8), and (9) are added to read as follows:

"(6) the threat of any action that the debt collector cannot legally take or which the debt collector does not in fact intend to take;

"(7) disclosing or threatening to disclose information concerning the existence of a consumer debt known to be disputed by the consumer without disclosing the fact that the consumer debt is disputed by the consumer;

"(8) disclosing or threatening to disclose information affecting the consumer's reputation for creditworthiness with knowledge or reason to know that the information is false; and

"(9) disclosing or threatening to disclose the consumer's citizenship status to any individual, organization, or entity."

(d) Subsection (d) is amended as follows:

(1) The lead-in language is amended as follows:

(A) Strike the phrase "creditor or debt collector" and insert the phrase "debt collector" in its place.

(B) Strike the phrase "claim alleged to be due" and insert the phrase "consumer debt alleged to be due" in its place.

(C) Strike the phrase "of the following ways:" and insert the phrase "way, including:" in its place.

(2) Paragraph (2) is amended by striking the phrase "; and" and inserting a semicolon in its place.

(3) Paragraph (3) is amended to read as follows:

“(3) absent the person’s express written consent, knowingly causing expense to any person incurred by use of a medium of communication, or by concealment of the true purpose of a notice, letter, message, or communication; and”.

(4) New paragraphs (4), (5), and (6) are added to read as follows:

“(4) communicating with a consumer or any member of a consumer’s family or household in such a manner that can reasonably be expected to abuse or harass the consumer or any member of the consumer’s family or household or communicating with the consumer or any member of the consumer’s family or household at an unreasonable hour or with unreasonable frequency, including:

“(A)(i) Making in excess of 4 phone calls per account, inclusive of all phone numbers the debt collector has for the consumer, in any 7-day period; except, that the limit of 4 calls per account in any 7-day period shall not apply to calls made to:

“(I) A debt collector by a consumer;

“(II) A single completed phone call made by a debt collector in response to a consumer’s request for a returned phone call;

“(III) Calls when there is no connection or ability to leave a message; or

“(IV) Calls made to a wrong number that is not affiliated with the consumer or the consumer’s family.

“(ii) After a completed call between the debt collector and consumer takes place, the debt collector shall not call the consumer back for 7 days unless otherwise requested by the consumer.

“(iii) The consumer may opt out of receiving phone calls in writing at any time.

“(iv) For purposes of this subparagraph, a completed phone call means one in which the debt collector engages in a telephone conversation with the consumer.

“(B)(i) Sending text messages, emails, and private messages through social media platforms to a consumer prior to mailing the written notice required pursuant to subsection (m)(2)(A) of this section;

(ii) After mailing the consumer the written notice required pursuant to subsection (m)(2)(A) of this section, sending text messages, emails, and private messages through social media platforms prior to obtaining a consumer’s express consent to communicate via one or more of these methods; except, that a debt collector may send one email, text message, or private message to a consumer in any 7-day period for purposes of obtaining consent to communicate via the method the debt collector is using to communicate; and

(iii)(I) After obtaining a consumer’s consent, sending more than 5 text messages, emails, and private messages per account in any 7-day period unless otherwise agreed to by the consumer.

“(II) The limit of 5 text messages, emails, and private messages per account in any 7-day period shall not apply to messages or emails sent to a debt

collector by a consumer, to messages or emails sent by a debt collector in response to a consumer's request for a response, or to messages or emails sent to a wrong number or email address that is not affiliated with the consumer or the consumer's family.

"(III) Debt collectors must include opt-out language in all emails, text messages, and private messages, and consumers shall be able to opt-out of receiving communications from debt collectors via text message, email, or private message at any time;

"(5) visiting or threatening to visit the household of a consumer at any time for the purpose of collecting a debt, other than for the purpose of serving process in a lawsuit; and

"(6) visiting or threatening to visit the place of employment of a consumer at any time, other than for the purpose of serving process in a lawsuit."

(e) Subsection (e) is amended as follows:

(1) The lead-in language is amended to read as follows:

"(e) No debt collector shall unreasonably publicize information relating to any alleged indebtedness or consumer in such a manner as to harass or embarrass the consumer in any way, including:"

(2) Paragraphs (1) and (2) are amended to read as follows:

"(1) the communication of any information relating to a consumer's indebtedness to any employer or employer's agent, except:

"(A) when such indebtedness had been guaranteed by the employer or the employer has requested the loan giving rise to the indebtedness; or

"(B) when such communication is in connection with an attachment or execution after judgments as authorized by law;

"(2) the disclosure, publication, or communication of information relating to a consumer's indebtedness to any relative, family member, friend, or neighbor of the consumer, except:

"(A) through proper legal action or process;

"(B) in connection with a matter related to a deceased consumer's estate;

or

"(C) at the express and unsolicited request of the relative or family member;"

(3) Paragraph (3) is amended by striking the phrase "claim to enforce payment thereof" and inserting the phrase "consumer debt" in its place.

(4) Paragraph (4) is amended as follows:

(A) Strike the phrase "the alleged claim" and insert the phrase "the alleged consumer debt" in its place.

(B) Strike the phrase "creditor or debt collector" and insert the phrase "debt collector" in its place.

(f) Subsection (f) is amended as follows:

(1) The lead-in language is amended to read as follows:

“(f) No debt collector shall use any unfair, fraudulent, deceptive, or misleading representation, device, or practice to collect a consumer debt or to obtain information in conjunction with the collection of a consumer debt in any way, including:”.

(2) Paragraph (1) is amended by striking the phrase “creditor or debt collector’s” and inserting the phrase “original creditor or debt collector’s” in its place.

(3) Paragraph (2) is amended to read as follows:

“(2) the failure to clearly disclose in all written communications made to collect or attempt to collect consumer debt or to obtain or attempt to obtain information about a consumer, that the debt collector is attempting to collect consumer debt and that any information obtained will be used for that purpose;”.

(4) Paragraph (3) is amended by striking the phrase “creditor or debt collector” and inserting the phrase “debt collector” in its place.

(5) Paragraph (4) is amended to read as follows:

“(4) the failure to clearly disclose the name, phone number, email address, if used for receipt of communications in connection with collection with a consumer debt, and full business address of the person to whom the consumer debt has been assigned, or to whom the consumer debt is owed, at the time of making any demand for money;”.

(6) Paragraph (5) is amended by striking the phrase “claim against a consumer” and inserting the phrase “consumer debt” in its place.

(7) Paragraph (6) is amended by striking the phrase “creditor or debt collector” and inserting the phrase “debt collector” in its place.

(8) Paragraph (8) is amended by striking the phrase “; and” and inserting a semicolon in its place.

(9) Paragraph (9) is amended as follows:

(A) Strike the phrase “creditor or debt collector” and insert the phrase “debt collector” in its place.

(B) Strike the period and insert a semicolon.

(10) New paragraphs (10) and (11) are added to read as follows:

“(10) initiating a cause of action to collect a consumer debt when the debt collector knows or reasonably should know that the applicable statute of limitations period has expired; and

“(11) attaching or garnishing a consumer’s funds or negotiating a settlement agreement on a consumer debt when the debt collector knows or has reason to know the funds are exempt from attachment or garnishment under federal or state law without letting the consumer know in writing that the funds may be exempt. The notice provided in subsection (m)(2)(A) of this section shall satisfy this requirement.”.

(g) Subsection (g) is amended as follows:

(1) The lead-in language is amended to read as follows:

“(g) No debt collector shall use unfair or unconscionable means to collect or attempt to collect any consumer debt in any way, including:”.

(2) Paragraph (3) is amended by striking the phrase “creditor or debt collector’s fee or charge for services rendered” and inserting the phrase “debt collector’s fee or charge for services rendered, unless otherwise provided for by law or contract with the consumer” in its place.

(3) Paragraph (4) is amended by striking the phrase “; and” and inserting a semicolon in its place.

(4) Paragraph (5) is amended by striking the period and inserting the phrase “; and” in its place.

(5) A new paragraph (6) is added to read as follows:

“(6)(A) attempting to collect debts owed by a deceased consumer from a person with no legal obligation to pay the amounts alleged to be owed, except from the executor of an estate or a person informally performing such functions.

“(B) When contacting the executor of an estate, or a person informally performing such functions, the debt collector must state that the person being contacted is not personally liable for the debts of the estate.”.

(h) Subsection (h) is amended by striking the phrase “creditor or debt collector” and inserting the phrase “debt collector” in its place.

(i) Subsection (i) is amended as follows:

(1) The lead-in language is amended by striking the phrase “creditor or debt collector” and inserting the phrase “debt collector” in its place.

(2) Paragraph (2) is amended to read as follows:

“(2) an assignment of any consumer debt without evidence that written notice from the assigning debt collector was first provided to the consumer.”.

(j) Subsection (j) is repealed.

(k) Subsection (k) is amended to read as follows:

“(k) No debt collector or its representatives or agents shall contact consumers by telephone or text message before 8 a.m. or after 9 p.m. EST or EDT, whichever time zone is in effect.”

(l) New subsections (l)-(cc) are added to read follows:

“(l) Notwithstanding any other provision of law, when the applicable statute of limitations period for an action to collect consumer debt has expired, any subsequent payment toward or written or oral affirmation of such consumer debt shall not extend the limitations period.

“(m)(1) Except as provided in paragraph (3) of this subsection, no debt collector shall collect or attempt to collect a consumer debt unless the debt collector has complete documentation of the ownership of the consumer debt, and the debt collector is in possession of or has immediate access to the following information or documents:

“(A) Documentation of the name of the original creditor as well as the name of the current creditor or owner of the consumer debt;

“(B) The consumer’s last account number with the original creditor;

“(C)(i) A copy of the signed contract, signed application, or other documents that provide evidence of the consumer’s contractual or other liability and the terms thereof.

“(ii) For a revolving credit account, the most recent monthly statement recording a purchase transaction, last payment, balance transfer, or extension of credit shall be deemed sufficient to satisfy the requirement of this subparagraph;

“(D) The date that the consumer debt was incurred; except, that in the case of a revolving credit account, the date that the consumer debt was incurred shall be the date of the most recent purchase, payment, balance transfer, or last extension of credit;

“(E) The date and amount of the last payment by the consumer, if applicable; and

“(F)(i) An itemized accounting of the amount claimed to be owed, including the amount of the principal, any interest, fees, or charges, and whether the charges were imposed by the original creditor, a debt collector, or a subsequent owner of the debt.

“(ii) If the consumer debt arises from a credit card or revolving credit account that has been charged off, the itemized accounting shall be measured from the charge-off balance and shall include copies of the charge-off statement and the most recent monthly statement recording a purchase transaction, last payment, or balance transfer.

“(G) If the consumer debt has been reduced to a judgment, a copy of the judgment as originally issued, complete documentation establishing that the debt collector is the owner of the judgment, and an itemized accounting of the balance due on the judgment.

“(2)(A) In the first written communication with the consumer regarding charged-off debt, a debt collector shall provide written notice to the consumer that the consumer may request that the debt collector provide the information or documents identified in paragraph (1) of this subsection to the consumer, or if the consumer debt has been reduced to a judgment, the documents and information identified in paragraph (1)(G) of this subsection. The notice shall set forth, in boldface type, in a minimum of 12-point type, the following statement:

“If your debt has not been reduced to a judgment by a court, you have the right to request the following information concerning your debt:

“(1) The name of the original creditor, and the name of any other owners of your debt, including the current owner;

“(2) Your last account number with the original creditor;

“(3) A copy of the signed contract, application, or other documents which show your obligations;

“(4) The date your debt was incurred;

“(5) The date of your last payment, if applicable; and

“(6) An itemized accounting of the alleged debt, including the amount of any principal interest, fees, or charges, and whether the charges were imposed by the original creditor, a debt collector, or other owner of the debt. For credit card or revolving credit accounts, the itemized accounting is measured from the charge-off balance.

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"If your debt has been reduced to a judgment by a court, you have a right to a copy of the judgment, documentation establishing that the debt collector is the owner of the judgment, and an itemized accounting of the current balance due on the judgment.

"You may request the above information by contacting us by phone, mail, or email at the following:

Address:

Phone:

E-mail Address:

"You might have income or resources that are protected from being taken by debt collectors. These might include certain sources of income, funds, or property, including, but not limited to, Social Security, Supplemental Security Income (SSI), disability or unemployment benefits, veteran's benefits, or child support payments. If you believe your property or income may be protected, you may wish to seek legal advice, including at a legal services provider or legal aid office, before paying this debt."

"(B) If the person to whom the notice is sent is the Executor or Administrator of an estate, or a person informally performing such functions, the word "your" may be replaced in the notice with another appropriate word or words.

"(C) The written notice required pursuant to subparagraph (A) of this paragraph shall be provided to the consumer in English and Spanish; except, that if a language other than Spanish is principally used in the original contract with the consumer or by the debt collector in the initial oral communication with the consumer, notice required by subparagraph (A) of this paragraph shall be provided to the consumer in that language and English.

"(D) Upon receipt of the first request by a consumer for any of the information identified in paragraph (1) of this subsection, the debt collector shall send all of the information listed in paragraph (1) of this subsection to the consumer in writing within 15 days of the receipt of the request and shall cease all collection of the consumer debt until such information is provided.

"(3) The provisions of this subsection shall not apply to original creditors collecting or attempting to collect their own debt.

"(n)(1) A debt collector who enters into a payment schedule or an agreement on terms to resolve consumer debt shall send a written copy of the payment schedule or settlement agreement to the consumer within 7 days.

"(2) A consumer shall not be required to make a payment on a payment schedule or agreement on terms to resolve a consumer debt until the written agreement required by paragraph (1) of this subsection has been provided by the debt collector. Without limiting the foregoing, a debt collector may accept a payment on a payment schedule or settlement agreement before the complete, written agreement has been provided by the debt collector if all material terms of the payment schedule or settlement agreement have been disclosed to the consumer in writing or by phone; provided, that the debt collector send the information discussed on the

phone in writing after the call. When providing this information to the consumer in writing, the debt collector shall include a statement in boldface, in a minimum of 12-point type, that reads:

“You might have income or resources that are protected from being taken by debt collectors. These might include certain sources of income, funds, or property, including, but not limited to, Social Security, Supplemental Security Income (SSI), disability or unemployment benefits, veteran’s benefits, or child support payments. If you believe your property or income may be protected, you may wish to seek legal advice, including at a legal services provider or legal aid office, before paying this debt.”.

“(o) Any action for the collection of a consumer debt that is commenced on or after September 1, 2021, shall only be commenced within 3 years of accrual. This period shall apply whether the legal basis of the claim sounds in contract, account stated, open account, or other cause, and notwithstanding the provisions of any other statute of limitations unless that statute provides for a shorter limitations period. This time period also applies to contracts under seal.

“(p) Immediately prior to commencing a legal action to collect a consumer debt, the plaintiff shall undertake a reasonable investigation to verify the defendant’s current address for service of process. At the time of filing the proof of service, the plaintiff must include with the proof of service a photograph with a readable time stamp indicating the date and time of service and readable global positioning system (commonly known as “GPS”) coordinates indicating the location of service.

“(q) In a cause of action initiated by a debt collector to collect a consumer debt, the debt collector shall attach to the complaint or statement of claim a copy of the signed contract, signed application, or other documents that provide evidence of the consumer’s liability and the terms thereof, and shall allege or state the following information in the complaint or statement of claim:

“(1) A short and plain statement of the type of consumer debt;

“(2) The information enumerated in subsection (m)(1) of this section; except, that the debt collector shall only include the last four digits of the consumer’s last account number with the original creditor;

“(3) The basis for any interest and fees charged;

“(4) The basis for the request of attorney’s fees, if applicable;

“(5) The current owner of the consumer debt and a chronological listing of the names of all prior owners of the consumer debt and the date of each transfer of ownership, beginning with the original creditor;

“(6) That the suit is filed within the applicable statute of limitations period; and

“(7)(A) The following statement in boldface, in a minimum of 12-point type:

“You might have income or resources that are protected from being taken by debt collectors. These might include certain sources of income, funds, or property, including, but not limited to, Social Security, Supplemental Security Income (SSI), disability or unemployment benefits, veteran’s benefits, or child support payments. If you believe your property or income

may be protected, you may wish to seek legal advice, including at a legal services provider or legal aid office, before paying this debt.”.

“(B) The statement in subparagraph (A) of this paragraph shall also include the current phone number or numbers for civil legal service providers in debt collection cases as published by the Superior Court of the District of Columbia.

“(r) In a cause of action initiated by a debt collector to collect a consumer debt, prior to entry of a default or summary judgment or judgment on the pleadings or at trial against a consumer, the plaintiff shall file evidence with the court to establish the amount and nature of the consumer debt. The only evidence sufficient to establish the amount and nature of the debt shall be business records, authenticated by an affiant or affiants with knowledge of how the records were created and kept by the original creditor and any subsequent debt buyer, that shall include the information in subsection (m)(1) of this section; except, that the debt collector shall only include the last four digits of the consumer’s account numbers with the original creditor.

“(s)(1) In a cause of action initiated by a debt buyer to collect a consumer debt, prior to entry of a default or summary judgment or judgment on pleadings or at trial against a consumer, the plaintiff shall file:

“(A) An account-specific affidavit by the original creditor setting forth the facts establishing the existence of the debt and the amount due at the time of sale or assignment;

“(B) For each assignment or sale of debt to another debt collector, an account-specific affidavit of sale by the debt seller, completed by the seller or assigner; and

“(C) An account-specific affidavit that includes the chain of title of the debt, completed by the plaintiff or the plaintiff’s witness.

“(2) An Affidavit required by paragraph (1) of this subsection shall include, as an attachment, business records that verify the information required in the affidavit; except, that the plaintiff is only required to attach such business records if the information required in the affidavits is not verified within the documents attached to the complaint or statement of claim in subsection (q) of this section.

“(3) The Superior Court of the District of Columbia shall issue form affidavits to satisfy the requirements of this subsection.

“(t)(1) In a cause of action initiated by a debt collector to collect a consumer debt, the court shall, on its own, prior to entering a judgment, review whether the plaintiff has complied with the requirements of subsections (o) through (s) of this section. If the plaintiff has not complied, the court may dismiss the case; provided, that the court shall dismiss the case with prejudice for substantial or willful noncompliance.

“(2) A defendant may raise any violation of this section as a defense. If the court finds that the plaintiff has failed to comply, it may dismiss the case; provided, that the court shall dismiss the case with prejudice for substantial or willful noncompliance.

“(u) A debt collector that violates any provision of this section with respect to a consumer may be liable to the consumer for the following:

“(1) Actual damages;

“(2) Costs and reasonable attorney’s fees;

“(3) Punitive damages;

“(4)(A) If the consumer is an individual, the court may award an additional penalty in an amount not less than \$500 per violation and not to exceed \$4,000 per violation; or

“(B) In the case of a class action, the amount for each named plaintiff as could be recovered under subparagraph (A) of this paragraph and an amount as the court may determine for each class member, not exceeding the amount per person that could be recovered under subparagraph (A) of this paragraph times the number of class members; and

“(5) Any other relief that the court determines proper.

“(v) If the plaintiff is the prevailing party in any action to collect a consumer debt, the plaintiff shall be entitled to collect attorney’s fees only if the contract or other document evidencing the indebtedness sets forth an obligation of the consumer to pay such attorney’s fees, or if otherwise authorized by District law, and subject to the following provisions:

“(1) If the contract or other document evidencing indebtedness provides for attorney’s fees in some specific percentage, such provision and obligation shall be valid and enforceable up to but not in excess of 15% of the amount of the consumer debt, excluding attorney’s fees and collection costs.

“(2) If a contract or other document evidencing indebtedness or District law provides for the payment of reasonable attorney’s fees by the consumer, without specifying any specific percentage, such provision shall be presumed to mean the lesser of 15% of the amount of the debt, excluding attorney’s fees and collection costs, or the amount of attorney’s fees calculated by a reasonable rate for such cases multiplied by the amount of time reasonably expended to obtain the judgment.

“(3) The documentation setting forth a party’s obligation to pay attorney’s fees shall be provided to the court before a court may enforce those provisions. Such documentation must include the agreement for any attorney’s fees and documents establishing the basis for the attorney’s fees.

“(4)(A) Notwithstanding paragraphs (1) through (3) of this subsection, in a case other than one filed in the Small Claims and Conciliation Branch of the Superior Court of the District of Columbia, a prevailing plaintiff may seek to recover attorneys’ fees in an amount greater than 15% of the amount of the consumer debt by submitting an application to the court demonstrating why such fees were reasonably necessary to obtain the judgment and providing a detailed breakdown of the fees that identifies the date, time spent, the rate charged, identity and position of the person performing the work, and a description of the work performed for each entry.

“(B) The Court shall grant recovery of any fees over the 15% of the amount of the consumer debt only for those fees it makes a finding were reasonably necessary to obtain the judgment.

“(w) Before a court may issue a bench warrant for civil arrest for failing to appear in a debt collection case under this section, the following conditions must be met:

“(1) The plaintiff must have personally served its motion for contempt, or other related motion or filing, on the defendant; and

“(2) The defendant must have failed to appear at 2 contempt hearings.

“(x) Notwithstanding any other law or court rule, a consumer who is compelled to attend pursuant to a civil arrest warrant shall be brought before the court the same day.

“(y) Notwithstanding any other law or court rule, no person shall be imprisoned or jailed for failure to pay a consumer debt, nor shall any person be imprisoned or jailed for contempt of court or otherwise for failure to comply with a court order to pay a consumer debt in part or in full.

“(z) A violation of the Fair Debt Collection Practices Act, approved September 20, 1977 (91 Stat. 874; 15 U.S.C. § 1692 *et seq.*), shall constitute a violation of this section.

“(aa)(1) Notwithstanding subsection (a) of this section, subsections (aa) and (bb) of this section shall apply to any consumer debt.

“(2) During a public health emergency and for 60 days after its conclusion, no debt collector shall, with respect to any consumer debt:

“(A) Initiate, file, or threaten to file any new collection lawsuit;

“(B) Initiate, threaten to initiate, or act upon any statutory remedy for the garnishment, seizure, attachment, or withholding of wages, earnings, property, or funds for the payment of a consumer debt to a debt collector; or

“(C) Initiate, threaten to initiate, or act upon any statutory remedy for the repossession of any vehicle; except, that debt collectors may accept collateral that is voluntarily surrendered;

“(D) Confront or communicate in person with a consumer debt regarding the collection of a debt in any public place at any time, unless initiated by the consumer.

“(3) This subsection shall not apply to:

“(A) Collecting or attempting to collect a consumer debt that is, or is alleged to be, owed on a loan secured by a mortgage on real property or owed for common expenses pursuant to § 42-1903.12; or

“(B) Collecting or attempting to collect delinquent consumer debt pursuant to subchapter XVII of Chapter 3 of Title 1.

“(4) Any statute of limitations on any collection lawsuit is tolled during the duration of the public health emergency and for 60 days thereafter.

“(bb)(1)(A) During a public health emergency and for 60 days after its conclusion, no debt collector shall initiate any communication with a consumer via any written or electronic communication, including email, text message, or telephone.

“(B) A debt collector shall not be deemed to have initiated a communication with a consumer if the communication by the debt collector is in response to a request made by the consumer for the communication or is the mailing of monthly statements related to an existing payment plan or payment receipts related to an existing payment plan.

“(2) This subsection shall not apply to:

“(A) Communications initiated solely for the purpose of informing a consumer of a rescheduled court appearance date or discussing a mutually convenient date for a rescheduled court appearance;

“(B) Original creditors collecting or attempting to collect their own consumer debt;

“(C) Collecting or attempting to collect a debt which is, or is alleged to be, owed on a loan secured by a mortgage on real property or owed for common expenses pursuant to § 42-1903.12;

“(D) Receiving and depositing payments the consumer chooses to make during a public health emergency;

“(E) Collecting or attempting to collect delinquent consumer debt pursuant to subchapter XVII of Chapter 3 of Title 1.

“(cc) Subsections (aa) and (bb) of this section shall not be construed to:

“(1) Exempt any person from complying with existing laws or rules of professional conduct with respect to debt collection practices;

“(2) Supersede or in any way limit the rights and protections available to consumers under applicable local, state, or federal foreclosure laws; or

“(3) Supersede any obligation under the District of Columbia Rules of Professional Conduct, to the extent of any inconsistency.”.

Sec. 3. Applicability.

This act shall apply as of January 1, 2023.

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement in the committee report as the fiscal impact statement required by section 4a of the General Legislative Procedures Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

Sec. 5. Effective date.

This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), a 30-day period of congressional review as

ENROLLED ORIGINAL

provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December 24, 1973, (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of Columbia Register.

A handwritten signature in blue ink, appearing to read "Phil Mendel", written over a horizontal line.

Chairman
Council of the District of Columbia

A handwritten signature in black ink, appearing to read "M. Bowser", written over a horizontal line.

Mayor
District of Columbia
APPROVED
July 6, 2022



COUNCIL OF THE DISTRICT OF COLUMBIA

WASHINGTON, DC, 20004

Docket No. B24-0357☐ ITEM ON CONSENT CALENDAR☒ ACTION

First Reading

☒ VOTE DATE

May 3, 2022

☐ VOICE VOTE

RECORDED VOTE ON REQUEST

ABSENT

☒ ROLL CALL VOTE – Result

Approved

Council Member	Aye	Nay	NV	AB	Rec	Council Member	Aye	Nay	NV	AB	Rec	Council Member	Aye	Nay	NV	AB	Rec
Chairman Mendelson	X					Henderson	X					R. White	X				
Allen	X					Lewis George	X					Silverman	X				
Bonds	X					McDuffie	X					T. White	X				
Cheh	X					Nadeau	X										
Gray	X					Pinto	X										
X - Indicate Vote					AB – Absent					NV - Present, Not Voting					Rec - Recused		

CERTIFICATION RECORD

Secretary to the Council

6.9.22

Date

Docket No. B24-0357☐ ITEM ON CONSENT CALENDAR☒ ACTION

Final Reading

☒ VOTE DATE

June 7, 2022

☐ VOICE VOTE

RECORDED VOTE ON REQUEST

ABSENT

☒ ROLL CALL VOTE – Result

Approved

Council Member	Aye	Nay	NV	AB	Rec	Council Member	Aye	Nay	NV	AB	Rec	Council Member	Aye	Nay	NV	AB	Rec
Chairman Mendelson	X					Henderson	X					R. White	X				
Allen	X					Lewis George	X					Silverman	X				
Bonds	X					McDuffie	X					T. White	X				
Cheh	X					Nadeau	X										
Gray	X					Pinto	X										
X - Indicate Vote					AB – Absent					NV - Present, Not Voting					Rec - Recused		

CERTIFICATION RECORD

Secretary to the Council

6.9.22

Date